



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Don Karnes,
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 772-2034(Phone)
(540) 772-2074(FAX)

September 11, 2006

REQUEST FOR PROPOSAL

RFP CP #0711

for

FUEL CARD SERVICES

One (1) Original and four (4) complete copies of Sealed Proposals Due

September 26, 2006

5:00 PM
(Local Prevailing Time)

**September 11, 2006
RFP CP #0711
Fuel Card Services**

SCOPE OF WORK

The County of Roanoke is requesting formal, sealed proposals from qualified firms/offers to provide fuel cards. The attached scope of work is submitted for your review and consideration.

SUBMISSION OF THE PROPOSAL

One (1) original and two (2) complete copies of the sealed proposal will be accepted at and **until 5:00 PM (local prevailing time) on September 26, 2006**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018-0798. As this is a sealed formal Request for Proposal, faxed proposals will **NOT** be accepted. It is the responsibility of the offeror to insure that their responses are received on time. Any responses received after the above date and time will be returned to the offeror unopened. All responses must have the proposal number and title clearly marked on the outside of the sealed package.

The County of Roanoke shall provide the mechanism for the evaluation of all information received, the final determination of responsible offeror and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals. The County of Roanoke reserves the right to make a lot award or to award to more than one offeror.

As this is a request for proposal, all responses shall be opened in private with no information regarding the identity or the contents being released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains **proprietary information please make note of such on the form provided in the proposal packet with a brief explanation.**

Proposals should be complete. Any inquiries regarding this proposal shall be in writing and sent to Don Karnes at the above address or emailed to dkarnes@roanokecountyva.gov. Questions received within seven (7) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposal. All inquiries will be responded to via fax or email to all known vendors.

Roanoke County solicits participation from minority-owned businesses.

PURPOSE:

The County Of Roanoke is requesting sealed proposals for a charge card to purchase fuel. No other purchases will be made using these cards. These cards will be issued through the County of Roanoke's Fleet Management operation. Any contract awarded from this solicitation may be used by Roanoke County Public Schools, the Western Virginia Water Authority, the Western Virginia Regional Jail Authority and any other entity for which the County of Roanoke acts as agent.

SCOPE OF WORK AND BACKGROUND:

Currently the County of Roanoke operates a fleet of approximately 450 vehicles. The fleet operation may be expanded to include the Western Virginia Water Authority mentioned above,

which would bring the total to approximately 800 vehicles. The current mix is about 350 automobiles and light trucks. The balance is equipment and heavy trucks, such as dump trucks and solid waste carriers. Most of our drivers operate in southwest Virginia, but the cards would need to be accepted in Virginia, North Carolina, Washington D.C., Maryland and West Virginia at a minimum. Last year our fuel charges totaled \$1,058,915.09. This consisted of approximately 151,452 gallons of diesel fuel and 367,890 gallons of gasoline. **All purchases are non-taxed.**

The reason the County is seeking proposals for fuel services is to better serve our internal customers and to help guard against possible disruption in supply in this era of uncertain supply.

The County of Roanoke uses the "Faster Fleet Management System" to track all fuel related costs. Any fuel card system used by the County would have to interface into our current fuel and management system. The County of Roanoke currently purchases fuel in bulk that is distributed from tanks operated by the County and County Public School system. It is anticipated that the County would continue to maintain our bulk tanks for backup supply and limited usage for the near future. We currently have part of our fleet operating with fuel cards. This was a planned pilot to measure the acceptance of fuel cards upon personnel.

SPECIFICATIONS:

Company Overview

1. Provide a brief overview of your company, including the number of fleet customers, vendors, locations, and fuel cards issued.
2. We wish to assign a charge card to each vehicle, and driver identification numbers to drivers, enabling drivers to purchase fuel for several vehicles if needed. Odometer readings need to be captured. Describe how your fuel card system would handle this.
3. We are a government entity. Any fuel card system would have to allow for the FET exemption for unleaded fuel and diesel fuel. Describe how your fuel card system would handle this.

Customer Service

1. Describe your web-based account maintenance capability.
2. Does your program offer a 24-hour per day, seven day per week customer service department? Is it toll free?
3. Are any of the programs support services outsourced?
4. New cards issues, how are they handled?
5. How are fuel vendor complaints or issues handled?

Acceptance

1. In what geographic area is your card accepted? Are there restrictions on any brands?

2. Is your card accepted for gas and diesel purchases?
3. We are a government entity. Does your card allow for FET exemption processing? If so, how does it work?
4. What percentage of fuel transactions does your program capture electronically? List the data that is provided for each fuel transaction.
5. How do you identify the stations that accept your card? Do you offer directories or the ability to perform site searches?
6. Describe the tools your program offers that help fleets monitor and control purchases.
7. Can you alert fleet managers/administrators via email when a purchase has occurred that is outside of our fleet fueling policy?
8. Can product grade and quantity be limited?

Reporting/Billing

1. Describe your paper, electronic, and online reporting and billings options.
2. Do you offer electronic billing? How long after the close of a billing cycle will the bill be presented?
3. Do you offer electronic reporting of transactions on a daily basis?
4. Can we pick and choose which information (billing and/or reporting) we wish to receive?
5. Do you provide billing and reporting net of tax for tax-exempt fleets?
6. How are the fuel transactions sent? Are you able to email them in a flat file?
7. Is there a lag time of the fuel transactions being sent? If so, how long?
8. What reporting capabilities do you offer? Can additional report options or modifications be made if needed? Are there charges for modified reports?
9. Are changes or updates to users or cards able to be made online? Are the changes/updates effective immediately?

Lost and Stolen Cards

1. Describe your card cancellation process in detail. Include the turnaround time on requests for new or replacement cards.
2. What is our liability for stolen cards?
3. Do you provide protective sleeves for cards?

4. What steps do you offer to prevent fraudulent use of the cards?
5. Are users able to request deactivation of lost or stolen cards immediately by phone or does the request need to be made by a fuel administrator?

Pricing

1. What is the minimum term of your contract?
2. State pricing, including any and all fees associated with the use of your cards.
3. Describe how your transaction dispute process operates?
4. Attach any standard terms and conditions or agreements?
5. All costs associated with this contract should be addressed in this proposal, including but not limited to cost of new cards, replacement cards, any and all fees, etc.

REFERENCES

Provide a list of at least three (3) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

1	<hr/> <hr/> <hr/> <hr/> <hr/>
2	<hr/> <hr/> <hr/> <hr/> <hr/>
3	<hr/> <hr/> <hr/> <hr/> <hr/>

FOR QUESTIONS

For questions about this Request for Proposal, please contact the following:

Don Karnes, Purchasing
dkarnes@roanokecountyva.gov
Phone (540) 772-2034
Fax (540) 772-2074

EVALUATION OF THE PROPOSAL

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. The county retains the right to award to one or to more than one offeror as is in the best interest of the County. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the offeror to provide the required services.

EVALUATION CRITERIA

1. Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the proposer.
2. References: Provide three (3) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
3. Proposal submission completeness and compliance with the specifications as listed above.

SELECTION PROCESS/AWARD OF CONTRACT

The selection process will be in accordance with Section 2.2-4301 of the Code of Virginia. The County shall engage in individual discussions with offerors deemed most fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

This project is deemed a "Non Professional Services" proposal. The following procedures shall be followed:

For "Non Professional Services" proposal: Once the interview/discussions are completed, negotiations may be conducted with two or more Offerors ranked highest. If a contract satisfactory and advantageous to the County can be negotiated at the price considered fair and reasonable, the award shall be made to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated

and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal.

PROPOSAL INFORMATION

Any expenses for proposal development are entirely the responsibility of the vendor and will not be reimbursed in any manner. As this is a request for proposal, no information regarding the identity of the Offerors or the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains proprietary information, please make note of such on separate cover with a brief explanation (See attached form).

Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. All proposals should be as thorough and as detailed as possible so that Roanoke County may properly evaluate the offeror's capabilities to provide the requested product and/or service.

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. Emphasis should be on completeness and clarity. Only responsive and responsible proposals will be considered. Proposals that do not meet or that change the requirements in this proposal may be rejected as being non-responsive. An offeror by making a proposal represents that:

- (a) Offeror has read and understands the Request for Proposal, and his proposal is made in accordance therewith:
- (b) Offeror is familiar with the scope of the project requirements.
- (c) Offeror's proposal is based upon the services described in the RFP.
- (d) Offeror has satisfied himself from his own investigation of the conditions to be met that he fully understands his obligation and that he will not make any claim for or have the right to cancellation or relief from the contract because of any misunderstanding or lack of information.

An Offeror must promptly notify the Roanoke County Purchasing Office of any ambiguity, inconsistency, or error, which he may discover upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Buyer listed in this proposal.

Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding. Offerors must not rely upon such interpretations, corrections, or changes. Roanoke County Purchasing Office will issue all addenda. Addenda will be faxed, emailed, or mailed to all who are known to have received an RFP. It is very important to complete the "Attention Form" if you download the RFP from our Internet website so that we know you have the document; otherwise you may miss addenda that are being sent out.

The complete proposal response to the RFP must include:

- (1) Completely filled out proposal forms signed by an authorized representative of the company.
- (2) The legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, or any other legal entity. The person(s) legally authorized to bind the Offeror to a contract must sign the proposal. The Offeror must include a statement that his firm is authorized to do business in the Commonwealth of Virginia.
- (3) Company background and referenced

GENERAL TERMS AND CONDITIONS

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Acceptance or Rejection of Proposals

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

Proposal Guaranty

The proposer must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the proposer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Compliance with Laws

The offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia.

Tax Exemption

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

Ethics in Public Contracting

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from

any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Anti-Discrimination

By submitting their proposal, all offerors certify to Roanoke County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of more than \$10,000 the following provisions shall apply:

- a) During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contract

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Modification of Contract

This RFP and any subsequent contract constitute the entire agreement between the proposer and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

Assignment of Contract

A contract shall not be assignable by the proposer in whole or in part without the written consent of Roanoke County.

Cancellation of Contract

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

Default

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the proposer responsible for any and all excess cost occasioned thereby.

Antitrust

By entering into a contract, the offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

Performance Bond

At the time of or prior to the execution of the contract, the County reserves the right to require the successful offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

Copyright or Patent Rights

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Certification and Ability

The County of Roanoke reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all proposers to furnish proof of experience, ability and financial standing.

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION
RFP CP #0711 Fuel Card Services

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- a. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- b. This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- c. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary

SIGNATURE FORM
RFP CP #0711 Fuel Card Services

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP # CP 0711 and that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act. Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Company _____

Address _____

TELEPHONE # _____ FAX # _____

EMAIL ADDRESS* _____ FEIN _____

*Effective July 1, 2002, HB731 of the 2002 Virginia General Assembly updated the Virginia Freedom of Information Act. Email subscribers receiving information from a public body may, at their request, be exempt from having their email address given out should the email list be requested under the Freedom of Information Act (FOIA). If you would like to be **exempted**, please check **yes** below:

Exemption from distribution:

_____ Yes – I want my email address to be **excluded** from any FOIA distributions.

_____ No – My email address may be **included** in any FOIA distributions.

BUSINESS LICENSE # _____

VA STATE CONTRACTOR'S LICENSE # _____

CLASS _____ CATEGORY _____

SIGNATURE/TITLE _____

NAME/TITLE (please print) _____